employee the complaint alleged that the plaintiff had been injured by dynamite caps owned by the corporation and negligently exposed by the employee who was storekeeper. The non-resident defendant obtained a removal to the federal court on the ground of fraudulent joinder. The plaintiff moved to remand, supporting his motion with affidavits of his good faith but without a statement of the grounds for his belief. *Held*, that the motion be denied. *Zigich* v. *Tuolumne Copper Mining Co.*, 260 Fed. 1014 (Dist. Ct. Mont.).

The plaintiff alleged that while in the employ of the non-resident defendant corporation he was ordered by the foreman, the resident defendant, to go up a telegraph pole, where he was injured by contact with a high-power wire because of the failure of the corporation to provide him a safe place to work and the failure of the foreman to warn him. Because of diverse citizenship the corporation sought a removal on the grounds that the controversies were separable, and that the joinder was fraudulent. *Held*, that the removal be denied. *Postal Telegraph-Cable Co.* v. *Puckett*, 101 S. E. 397 (Ga.).

For a discussion of these cases, see NOTES, p. 970, *supra.*

RESTRICTION AND RESTRICTIVE AGREEMENTS AS TO USE OF PROPERTY — RESTRICTIONS IN PRICE ON RESALE. — A corporation engaged in the manufacture of accessories for automobile tires under letters patent sold its product to jobbers under contracts establishing the resale price of these articles, and refused to sell to any jobber who would not enter into such agreements and adhere to the uniform resale prices fixed. Upon these facts, the corporation was indicted for engaging in a combination rendered criminal by Section 1 of the Sherman Anti-Trust Law. The District Court for the Northern District of Ohio sustained a demurrer to the indictment. A writ of error was brought under the Criminal Appeals Act (34 STAT. AT L. 1246). *Held*, that the judgment be reversed. *United States* v. *A. Schrader's Son, Inc.*, U. S. Sup. Ct., October term, 1919, No. 567.

For a discussion of this case, see NOTES, p. 966, *supra.*

RESTRAINT OF TRADE — SHERMAN ANTI-TRUST LAW — THE STEEL CORPORATION CASE. — The United States brought suit under the Sherman Anti-Trust Act against the United States Steel Corporation, asking for dissolution of that corporation and certain of its subsidiaries on the ground that they constituted a monopoly in restraint of trade. *Held*, that the bill be dismissed. *United States* v. *United States Steel Corporation*, U. S. Sup. Ct., October term, 1919, No. 6.

For a discussion of this case, see NOTES, page 964, *supra.*

RULE AGAINST PERPETUITIES — CHARITABLE GIFTS — REMOTENESS WHERE THERE IS NO PRECEDING GIFT. — Personalty was bequeathed "to the first . . . Orphans' Home . . . built in X," with the provision that "should one of the Homes not be founded there at the time of my decease," the executors should invest the funds "until such time as one of such institutions shall be founded." The executors brought a bill for the construction of the will, that the validity of the gift might be determined. *Held*, that the gift was void. *Re Schjaastad Estate*, 50 D. L. R. 445 (Sask.).

A gift over to a charity from an individual, on a contingency too remote under the rule against perpetuities, is void. *In re Johnson's Trusts*, L. R. 2 Eq. 716; *Smith* v. *Townsend*, 32 Pa. St. 434. But if the first taker is also a charity, the gift is held valid. *Christ's Hospital* v. *Grainger*, 16 Sim. 83; *MacKenzie* v. *Trustees*, 67 N. J. Eq. 652, 669, 61 Atl. 1027, 1034. See 8 HARV. L. REV. 211. This doctrine might be applied with equal logic where there is no preceding gift. Yet it is here well settled that the charity may not take if the contingency upon which it is to vest is too remote. *In re Stratheden*, [1894]